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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

**JASON KONOPISOS,**

**Plaintiff,**

**v.**

**LVNV FUNDING, LLC, et al.**

**Defendants.**

Case No. 2:24-cv-07621-MWF-AGR

**STIPULATED PROTECTIVE  
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to

1 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
2 procedures that must be followed and the standards that will be applied when a party  
3 seeks permission from the court to file material under seal.

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5 B. GOOD CAUSE STATEMENT

6 This action is likely to involve trade secrets, sensitive personal identifying  
7 information, crediting reporting information, consumer data, and other valuable  
8 commercial, financial, technical and/or proprietary information for which special  
9 protection from public disclosure and from use for any purpose other than prosecution  
10 of this action is warranted. Such confidential and proprietary materials and  
11 information consist of, among other things, confidential business or financial  
12 information, information regarding confidential business practices, or other  
13 confidential or commercial information, information otherwise generally unavailable  
14 to the public, or which may be privileged or otherwise protected from disclosure under  
15 state or federal statutes, court rules, case decisions, or common law. Accordingly, to  
16 expedite the flow of information, to facilitate the prompt resolution of disputes over  
17 confidentiality of discovery materials, to adequately protect information the parties  
18 are entitled to keep confidential, to ensure that the parties are permitted reasonable  
19 necessary uses of such material in preparation for and in the conduct of trial, to address  
20 their handling at the end of the litigation, and serve the ends of justice, a protective  
21 order for such information is justified in this matter. It is the intent of the parties that  
22 information will not be designated as confidential for tactical reasons and that  
23 nothing be so

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2 designated without a good faith belief that it has been maintained in a confidential,  
3 non-public manner, and there is good cause why it should not be part of the public  
4 record of this case.

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6 2. DEFINITIONS

7 2.1 Action: *Konopisos v. LVNV Funding LLC, et al.*, Case No.: 2:24-  
8 cv-07621-MWF-AGR.

9 2.2 Challenging Party: a Party or Non-Party that challenges the  
10 designation of information or items under this Order.

11 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
12 how it is generated, stored or maintained) or tangible things that qualify for protection  
13 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
14 Cause Statement.

15 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
16 support staff).

17 2.5 Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL.”

20 2.6 Disclosure or Discovery Material: all items or information, regardless of  
21 the medium or manner in which it is generated, stored, or maintained (including,  
22 among other things, testimony, transcripts, and tangible things), that are produced or  
23 generated in disclosures or responses to discovery in this matter.

24 2.7 Expert: a person with specialized knowledge or experience in a matter  
25 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
26 an expert witness or as a consultant in this Action.

27 2.8 House Counsel: attorneys who are employees of a party to this Action.  
28 House Counsel does not include Outside Counsel of Record or any other outside  
counsel.

1           2.9    Non-Party: any natural person, partnership, corporation, association, or  
2 other legal entity not named as a Party to this action.

3           2.10   Outside Counsel of Record: attorneys who are not employees of a party  
4 to this Action but are retained to represent or advise a party to this Action and have  
5 appeared in this Action on behalf of that party or are affiliated with a law firm which  
6 has appeared on behalf of that party, and includes support staff.

7           2.11   Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staffs).

10          2.12   Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12          2.13   Professional Vendors: persons or entities that provide litigation support  
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14   Protected Material: any Disclosure or Discovery Material that is  
17 designated as “CONFIDENTIAL.”

18          2.15   Receiving Party: a Party that receives Disclosure or Discovery Material  
19 from a Producing Party.

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21    3.    SCOPE

22           The protections conferred by this Stipulation and Order cover not only  
23 Protected Material (as defined above), but also (1) any information copied or extracted  
24 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
25 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
26 or their Counsel that might reveal Protected Material.

27           Any use of Protected Material at trial shall be governed by the orders of the  
28 trial judge. This Order does not govern the use of Protected Material at trial.

1     4.     DURATION

2           Even after final disposition of this litigation, the confidentiality obligations  
3     imposed by this Order shall remain in effect until a Designating Party agrees otherwise  
4     in writing or a court order otherwise directs. Final disposition shall be deemed to be the  
5     later of (1) dismissal of all claims and defenses in this Action, with or without prejudice;  
6     and (2) final judgment herein after the completion and exhaustion of all appeals,  
7     rehearings, remands, trials, or reviews of this Action, including the time limits for filing  
8     any motions or applications for extension of time pursuant to applicable law.

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11     5.     DESIGNATING PROTECTED MATERIAL

12           5.1     Exercise of Restraint and Care in Designating Material for Protection.

13     Each Party or Non-Party that designates information or items for protection under this  
14     Order must take care to limit any such designation to specific material that qualifies  
15     under the appropriate standards. The Designating Party must designate for protection  
16     only those parts of material, documents, items, or oral or written communications that  
17     qualify so that other portions of the material, documents,

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1 items, or communications for which protection is not warranted are not swept  
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations  
4 that are shown to be clearly unjustified or that have been made for an improper  
5 purpose (e.g., to unnecessarily encumber the case development process or to impose  
6 unnecessary expenses and burdens on other parties) may expose the Designating Party  
7 to sanctions.

8 If it comes to a Designating Party's attention that information or items that it  
9 designated for protection do not qualify for protection, that Designating Party must  
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in  
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
14 under this Order must be clearly so designated before the material is disclosed or  
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic  
18 documents, but excluding transcripts of depositions or other pretrial or trial  
19 proceedings), that the Producing Party affix at a minimum, the legend  
20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
21 contains protected material. If only a portion or portions of the material on a page  
22 qualifies for protection, the Producing Party also must clearly identify the protected  
23 portion(s) (e.g., by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for inspection  
25 need not designate them for protection until after the inspecting Party has indicated  
26 which documents it would like copied and produced. During the inspection and before  
27 the designation, all of the material made available for inspection shall be deemed  
28 "CONFIDENTIAL." After the inspecting Party has identified the

documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

## 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute



1 resolution process under Local Rule 37.1 et seq.

2 6.3 The burden of persuasion in any such challenge proceeding shall be on  
3 the Designating Party. Frivolous challenges, and those made for an improper purpose  
4 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
5 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
6 or withdrawn the confidentiality designation, all parties shall continue to afford the  
7 material in question the level of protection to which it is entitled under the Producing  
8 Party's designation until the Court rules on the challenge.

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10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
12 disclosed or produced by another Party or by a Non-Party in connection with this  
13 Action only for prosecuting, defending, or attempting to settle this Action. Such  
14 Protected Material may be disclosed only to the categories of persons and under the  
15 conditions described in this Order. When the Action has been terminated, a Receiving  
16 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a  
18 location and in a secure manner that ensures that access is limited to the persons  
19 authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
21 otherwise ordered by the court or permitted in writing by the Designating Party, a  
22 Receiving Party may disclose any information or item designated  
23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
25 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
26 to disclose the information for this Action;



1 (b) the officers, directors, and employees (including House Counsel) of the  
2 Receiving Party to whom disclosure is reasonably necessary for this Action;

3 (c) Experts (as defined in this Order) of the Receiving Party to whom  
4 disclosure is reasonably necessary for this Action and who have signed the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff;

8 (f) professional jury or trial consultants, mock jurors, and Professional  
9 Vendors to whom disclosure is reasonably necessary for this Action and who have  
10 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the information or a  
12 custodian or other person who otherwise possessed or knew the information;

13 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
14 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
15 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
16 not be permitted to keep any confidential information unless they sign the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
18 by the Designating Party or ordered by the court. Pages of transcribed deposition  
19 testimony or exhibits to depositions that reveal Protected Material may be separately  
20 bound by the court reporter and may not be disclosed to anyone except as permitted  
21 under this Stipulated Protective Order; and

22 (i) any mediator or settlement officer, and their supporting personnel,  
23 mutually agreed upon by any of the parties engaged in settlement discussions.

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25 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
26 IN OTHER LITIGATION

27 If a Party is served with a subpoena or a court order issued in other litigation  
28 that compels disclosure of any information or items designated in this Action as

1 “CONFIDENTIAL,” that Party must:

2 (a) promptly notify in writing the Designating Party. Such notification  
3 shall include a copy of the subpoena or court order;

4 (b) promptly notify in writing the party who caused the subpoena or order  
5 to issue in the other litigation that some or all of the material covered by the subpoena  
6 or order is subject to this Protective Order. Such notification shall include a copy of  
7 this Stipulated Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be  
9 pursued by the Designating Party whose Protected Material may be affected.

10 If the Designating Party timely seeks a protective order, the Party served with  
11 the subpoena or court order shall not produce any information designated in this action  
12 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
13 or order issued, unless the Party has obtained the Designating Party’s permission. The  
14 Designating Party shall bear the burden and expense of seeking protection in that court  
15 of its confidential material and nothing in these provisions should be construed as  
16 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
17 directive from another court.

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19 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
20 PRODUCED IN THIS LITIGATION

21 (a) The terms of this Order are applicable to information produced by a  
22 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
23 produced by Non-Parties in connection with this litigation is protected by the  
24 remedies and relief provided by this Order. Nothing in these provisions should be  
25 construed as prohibiting a Non-Party from seeking additional protections.

26 (b) In the event that a Party is required, by a valid discovery request, to  
27 produce a Non-Party’s confidential information in its possession, and the Party is  
28 subject to an agreement with the Non-Party not to produce the Non-Party’s

1 confidential information, then the Party shall:

2 (1) promptly notify in writing the Requesting Party and the Non-Party  
3 that some or all of the information requested is subject to a confidentiality agreement  
4 with a Non-Party;

5 (2) promptly provide the Non-Party with a copy of the Stipulated  
6 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
7 specific description of the information requested; and

8 (3) make the information requested available for inspection by the  
9 Non-Party, if requested.

10 (c) If the Non-Party fails to seek a protective order from this court within  
11 14 days of receiving the notice and accompanying information, the Receiving Party  
12 may produce the Non-Party's confidential information responsive to the discovery  
13 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
14 not produce any information in its possession or control that is subject to the  
15 confidentiality agreement with the Non-Party before a determination by the court.  
16 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
17 of seeking protection in this court of its Protected Material.

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19 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
21 Protected Material to any person or in any circumstance not authorized under this  
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
23 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
24 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
25 persons to whom unauthorized disclosures were made of all the terms of this Order,  
26 and (d) request such person or persons to execute the "Acknowledgment and  
27 Agreement to Be Bound" that is attached hereto as Exhibit A.

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11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: December 12, 2024

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By: /s/ Pamela E. Prescott, Esq.

Pamela E. Prescott, Esq.

*Attorneys for Plaintiff*

**YU & MOHANDESI, LLP**

By: /s/ B. Ben Mohandesi, Esq.

B. Ben Mohandesi

*Attorney for Defendant LVNV Funding, LLC*

**NOKES & QUINN**

By: /s/ Thomas P. Quinn, Esq.

Thomas P. Quinn

*Attorneys for Defendant,  
Equifax Information Services LLC*

**BARKES LAW APC**

By: /s/ R. Paul Barkes, Esq.

R. Paul Barkes

*Attorney for Defendant Credit Control, LLC*

**IT'S SO ORDERED**

**Dated:** December 16, 2024



ALICIA G. ROSENBERG

UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
[date] in the case of *Konopisos v. LVNV Funding LLC, et al.*, Case No.: 2:24-cv-  
07621-MWF-AGR. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I  
solemnly promise that I will not disclose in any manner any information or item that  
is subject to this Stipulated Protective Order to any person or entity except in strict  
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this  
action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_